A

LAI BAN GUAN

v.

CHAN PHAIK BOI & ORS

B

HIGH COURT MALAYA, ALOR SETAR
SEE MEE CHUN JC
[CIVIL SUIT NO: 22-65-2007]
19 DECEMBER 2011

C ***EVIDENCE:*** *Expert evidence - Handwriting - Forged signatures - Whether expert's evidence conclusive proof of forgery - Whether expert's evidence corroborated plaintiff's claim*

TORT: *Conspiracy - Conspiracy to defraud - Agreement to act in concert - Whether D3 conspired with D1 in forging plaintiff's signature -* D *Whether conspiracy proven by plaintiff*

TORT: *Duty of care - Professional negligence - Company secretaries - Duties and obligations - Failure to verify signature prior to transfer of shares - Whether company secretaries negligent*

E

CIVIL PROCEDURE: *Pleadings - Parties bound by pleadings - Defendants asserted in defence that documents signed on a certain date - Whether defendants allowed to subsequently contend documents signed on different date*

F

The plaintiff and his father, the third defendant ('D3') were the directors of the second defendant company ('D2'). The plaintiff, holding a total of 33,333 shares with D2 claimed that his signature was forged on three documents consisting of (i) the director's resolution appointing the first defendant ('D1') as a director of G D2; (ii) the letter of resignation by the plaintiff with immediate effect; and (iii) two transfer forms of 33,332 shares to D1 and the remaining one share to the seventh defendant ('D7'). The fourth defendant ('D4'), fifth defendant ('D5') and sixth defendant ('D6') were D2's secretaries at the material time. The plaintiff sought a H declaration that the purported resignation and transfer of shares to D1 was null and void and of no effect. He also sought damages against D1 and D3 for conspiracy in addition to his claim for conspiracy or negligence against D4, D5 and D6.

I

Held (allowing the plaintiff's claim in part):

(1) The plaintiff proved that he was working in Singapore on 26 September 2006, the date that he was alleged to have signed the documents. Parties are bound by their pleadings and therefore, D1-3 were not allowed to subsequently contend that the three documents were signed on 19 September 2006 when they have asserted in their defence that the documents were signed on 26 September 2006. (paras 4 & 5)

(2) The specimen signatures relied on by D1-3's document examiner ('DW1') were not shown to the plaintiff and neither has it been proven or admitted to have been written by the plaintiff. The plaintiff's document examiner ('PW4'), on the other hand, had relied on contemporaneous specimen signatures which were confirmed by the plaintiff as his and having compared with the signatures on the three documents, PW4 concluded that the questioned signatures were not of the plaintiff's. Accordingly, the plaintiff proved that the signatures on the three documents were forged. An agreement between D1 and D3 to forge the three documents must firstly be proved in order to establish conspiracy. However, no such agreement existed on the facts of the case. (paras 10, 12 & 14)

(3) A company secretary should adhere to the 'The Company Secretary's Code of Ethics' developed by the Companies Commission of Malaysia. In view of the Code of Ethics, read in the context of the administrative role of the company secretary, D4 was not negligent when he prepared the three documents without verifying the plaintiff's signature. (paras 22, 23)

(4) D5 and D6 were also not negligent in their failure to verify the signature as the transfer form had been witnessed as proven by the directors' circular resolution. In fact, notification as to the transfer was not a legal requirement but merely a practise. (para 25)

[Plaintiff's claim for conspiracy against D4, D5, D6 and D7 struck out.]

Case(s) referred to:

Ambank (M) Bhd v. Abdul Aziz Hassan & Ors [2010] 7 CLJ 663 CA ***(refd)***

Boonsoom Boonyanit v. Adorna Properties Sdn Bhd [1997] 3 CLJ 17 CA ***(refd)***

Cheong Heng Loong Goldsmiths (KL) Sdn Bhd & Anor v. Capital Insurance Bhd [2004] 1 CLJ 357 CA ***(refd)***

Chong Song v. Uma Devi V Kandiah [2011] 3 CLJ 1 CA ***(refd)***

Panorama Developments (Guildford) Ltd v. Fidelis Furnishing Fabrics Ltd [1971] 2 QB 711 ***(refd)***

United Asian Bank Bhd v. Tai Soon Heng Construction Sdn Bhd [1993] 2 CLJ 31 SC ***(refd)***

Legislation referred to:

Evidence Act 1950, ss. 45, 73(1)

Other source(s) referred to:

Boyle & Birds' Company Law, p 329

Charlesworth's Company Law, 13th edn, p 298

Halsbury's Laws of England, vol 45, 4th edn, para 1527

Kang Shew Meng, *Handbook on Company Secretarial Practice in Malaysia,* 4th edn, p 917

Robert Pennington, *Company Law,* 4th edn, p 555

Walter Woon, *Company Law,* 2nd edn, p 219

Walter Woon, *Company Law,* 3rd edn, p 437, para 11.101

For the plaintiff - See Liang Teck (CY Ten with him); M/s See, Ramsun & Tan

For the 1st - 3rd defendants - Mohd Husni Osman; M/s Husni Osman & Norhayati

For the 4th defendant - Tunku Mohamad Zulkifli Osman; M/s Jin-Nge & Co

For the 5th - 6th defendants - Ahmad Farid Hj Zakaria; M/s Ahmad Farid & Assocs

Reported by Melanie Murthy

JUDGMENT

See Mee Chun JC:

[1] Plaintiff says at all material time he was a director of the second defendant company (D2) and held 33,333 shares. The other director is his father, the third defendant (D3) who held 66,667 shares. D2 has a share capital of RM100,000 divided into

100,000 ordinary shares of RM1 each. Plaintiff claims his signature was forged on three documents which led to his removal as director and loss of his shares in D2 with first defendant (D1) becoming the director and holding 33,332 shares and seventh defendant (D7) 1 share. Plaintiff seeks a declaration that the purported resignation and transfer of shares to D1 are null and void and of no effect. He also seeks damages against D1 and D3 for conspiracy and against fourth defendant (D4), fifth defendant (D5) and sixth defendant (D6) for conspiracy or negligence. D4, D5 and D6 were the company secretaries at the relevant material time.

Resignation And Transfer Of Shares

[2] The documents on resignation and transfer of shares which plaintiff claims his signature was forged are:

(a) director's circular resolution dated 26 September 2006 appointing D1 as director of D2 (P12 (1)) where the resolution was signed by plaintiff and D3;

(b) letter of resignation dated 26 September 2006 (P12 (2)) where plaintiff purports to tender his resignation with immediate effect; and

(c) two transfer forms (Form 32A) (P12 (4) and (5) for the transfer of 33,332 shares and 1 share;

collectively to be referred to as the three documents.

[3] It is plaintiff's contention that D1-3 having denied the allegation of forgery in the amended defence and pleading in para. 10 with reference to a police report lodged by D3, the documents were signed on 26 September 2006 cannot now be allowed to depart from their pleadings. The aforesaid police report dated 7 November 2006 which is D5 specifically refers to plaintiff signing the documents on 26 September 2006 at 2.15pm at D2's office. The evidence of both D1 and D3 in court are that plaintiff signed the three documents in their presence in D2's office on 19 September 2006. It is further D3's evidence he subsequently lodged another police report dated 24 October 2010 (D56) referring to his earlier police report of 7 November 2006. He was

mistaken (tersilap) on the date of 26 September 2006 and it should be 19 September 2006. The mistake arose because he was old and ill arising from a stroke he suffered in 2006. In cross-examination D3 said D56 was lodged on his lawyer's advice and he could remember 19 September 2006 was the correct date.

[4] It is trite law parties are bound by their pleadings. Having in their defence asserted plaintiff had signed the three documents on 26 September 2006, D1-D3 cannot now contend otherwise and say the three documents were signed on 19 September 2006. Refer to the Court of Appeal case of *Ambank (M) Bhd v. Abdul Aziz Hassan & Ors* [2010] 7 CLJ 663 where it was said at p. 792 that "pleadings operate to define and delimit with clarity and precision the real matters in controversy between the parties so that their respective cases can be prepared with ease and the court too can expeditiously adjudicate them. No litigant should be taken by surprise or be led astray due to faulty pleadings." Refer also to *Cheong Heng Loong Goldsmiths (KL) Sdn Bhd & Anor v. Capital Insurance Bhd* [2004] 1 CLJ 357 where it was stated at p. 369 "he must stand or fall on his pleaded case. He cannot simultaneously put forward an unpleaded case".

[5] As D1-D3 had pleaded in their defence, the three documents were signed on 26 September 2006 they cannot now say otherwise. As the three documents were allegedly signed on 26 September 2006, plaintiff had proved he could not possibly have done so when his evidence and that of his employer (PW3) shows he was working in Singapore. This is supported by the work attendance report (D26) and a letter from the employer dated 26 December 2009 (P25) plaintiff had on 26 September 2006 clocked in to work at 7.11am and clocked out at 6.25pm. Although plaintiff had stated in cross-examination he was in Malaysia on 26 September 2006 he explained he meant he was in Johore Bahru as he worked in Singapore but stayed in Johore Bahru.

[6] Irrespective of the date, I turn to the issue whether plaintiff's signature on the three documents had been forged. The authorities are clear the standard of proof to establish forgery in civil cases is one of balance of probabilities. Refer to *United Asian Bank Bhd v. Tai Soon Heng Construction Sdn Bhd* [1993] 2 CLJ 31, *Boonsoom Boonyanit v. Adorna Properties Sdn Bhd* [1997] 3 CLJ 17 and *Chong Song v. Uma Devi V Kandiah* [2011] 3 CLJ 1.

[7] In this regard the evidence of plaintiff's document examiner (PW4, Siti Nur Musliha bt Mohd Noor) and D1-D3's (DW1, Wong Kong Yong) has to be considered. PW4 stated she had compared the signatures on the three documents (questioned signatures) with the specimen signatures of plaintiff which plaintiff himself confirmed as being his. A report dated 7 January 2008 (P6) was prepared. It is her conclusion "On comparison I found the questioned signatures ... to show differences from the specimen signatures. ... Hence I am of the opinion that those questioned signatures were not written by the writer of the specimens." In cross-examination by D1-D3's counsel she said the signature of a person could vary in a matter of seconds (tandatangan seorang boleh berbeza dalam beberapa saat). In re-examination she said the specimen signatures were from 2006 and are contemporaneous documents. There could be natural variations each time a person signs and slight differences. In this case the differences were not material variations and if there were this would mean two different authors.

[8] In the witness statement of DW1 marked as D50 he stated he had compared signatures on 2 Form 32A dated 26 September 2006 and directors' circular resolution dated 26 September 2006 bearing the questioned signatures of plaintiff with two directors' circular resolution dated 26 September 2006, a directors' circular resolution dated 26 September 2006 and a directors' circular resolution dated 26 September 2006 (specimen signatures). He prepared a report dated 3 December 2008 (D51) wherein he stated upon comparison he found the questioned signatures showed similar handwriting characteristics to each other indicating a common authorship and the questioned signatures showed similar handwriting characteristics as the specimen signatures and the questioned signatures were written by the writer of the specimens. In cross-examination he said the documents were sent by D3 and he did not contact plaintiff and was not sure if the signatures attributed to plaintiff were indeed his.

[9] DW1 was subsequently recalled to tender another report dated 28 February 2011 (D71) which he prepared. He compared the two earlier questioned signatures along with the letter of resignation of plaintiff as director with the earlier specimen signatures in addition to signatures in a sale and purchase

agreement dated 2 March 1996, form 14A dated 19 December 1997, a directors' resolution dated 11 January 1989 and an attendance list dated 30 December 1992. His conclusion was the same as earlier in that the questioned signatures were of a common authorship and the questioned signatures were written by the writer of the specimens. In cross-examination he said he could not be sure if the specimen signatures were that of plaintiff and he relied on information of the counsel. He did not check with plaintiff. He was asked if the documents in B of his report (which is specimen signatures) were not signed by plaintiff when compared to A (which is questioned signatures, which would be forged and his answer was "there's a possibility either way".

[10] As between the evidence of PW4 and DW1 I prefer the evidence of PW4. PW4 was comparing the questioned signatures to specimen signatures which are confirmed to be that of plaintiff and were contemporaneous specimens. However the specimen signatures relied by DW1 have not been proved or admitted to have been written by plaintiff. In respect of D51 the specimen signatures were not even shown to plaintiff during trial for him to challenge otherwise. In respect of D71 only form 14A (C4, 1-4) and the sale and purchase agreement (C4, 5-14) were shown to plaintiff to which he denied that was his signature. DW1 had proceeded on the premise the specimen signatures were that of plaintiff and relied on D3 and the counsel that this was indeed so. Further for D71 the specimen signatures were not contemporaneous with the questioned signatures. They were in 1989, 1992, 1996 and 1997.

[11] Refer to illustration (c) to s. 45 of the Evidence Act 1950 [Act 56] on the opinion of experts where it states:

> (c) The question is whether a certain document was written by A. Another document is produced which is proved or admitted to have been written by A.
>
> The opinions of experts on the question whether the two documents were written by the same person or by different persons are relevant.

Refer also to s. 73(1) of Act 56 where it is provided as follows:

> 73(1) In order to ascertain whether a signature … is that of the person by whom it purports to have been written or made, any signature … admitted or proved to the satisfaction of the court to have been written or made by that person, may be compared by a witness or by the court with the one which is to be proved …

[12] Accordingly taking the evidence of the plaintiff that he did not sign the three documents and PW4 where she says the questioned signatures were not written by the writer of the specimen signatures who is the plaintiff, plaintiff has proven the signatures on the three documents were forged. The consequence of this is explained in *Charlesworth's Company Law*, 13th edn where at p. 298 it is stated "A forged transfer of shares is a nullity and cannot affect the title of the shareholder whose signature is forged". Refer also *Boyle & Birds' Company Law* where at p. 329 is stated "A forged transfer is in law no transfer, and gives the alleged transferee no rights, not even if the company issues to him a certificate stating that he is the holder of the shares which the transfer purports to assign".

Conspiracy

[13] Plaintiff had initially claimed damages against D1, D3, D4-D7 for conspiracy. In its written submission dated 31 October 2011 counsel stated it will not pursue its claim against D4, D5 and D6 on this ground as an agreement between two persons on a course of conduct to harm another is sufficient to establish the tort. Plaintiff had pleaded in his amended statement of claim there were two conspiracies launched against him and the details are particularized in paras. 8 and 9. The first conspiracy was on or around 26 September 2006 and relates to the directors' resolution dated 26 September 2006 and the letter of resignation wherein plaintiff's signature was forged. The 2nd conspiracy was on, around and after 26 September 2006 and relates to the transfer of shares by the plaintiff through form 32A wherein plaintiff's signature was forged.

[14] It is the evidence of D4 that he prepared the three documents on D3's instructions with the directors' resolution and letter of resignation given to D3 and the transfer forms to D1 and D3. The particulars for the resolution and transfer forms were given by D3. Both D1 and D3 had given evidence that the

plaintiff signed the three documents in their presence in D2's office. D1 also said she gave the three signed documents to D4 for his further action. According to *Halsbury's Laws of England* (Vol. 45, 4th ed) para. 1527, "in order to make out a case of conspiracy the plaintiff must establish an agreement between two or more persons, an agreement for the purpose of injuring the plaintiff and that acts done in execution of that agreement resulted in damage to the plaintiff". Although I had made a finding the signatures on the three documents were forged, in order for the claim of conspiracy to succeed there must be proved an agreement between D1 and D3 to forge the three documents. Here no such agreement was proved as most probably the forgery was done by one person, the instructions to D4 came from one person and the particulars for resolution and transfer forms were given by one person. Under the circumstances plaintiff has not shown any agreement between D1 and D3 to conspire.

Negligence

[15] Plaintiff claims against D4, D5 and D6 for their negligence in registering forged dealings which resulted in damage to him. The particulars of negligence are set out in para. 12. They relate to failure to verify from the plaintiff whether the three documents were signed by him and registering the transfer without such verification. D4 was the company secretary for D2 from 26 September 2006 to 4 March 2007, and D5-D6 from 4 March 2007 to 3 March 2008.

[16] It is D4's evidence through his witness statement (D75) he prepared the three documents on D3's instructions and who also gave him the necessary information. I note the transfer forms prepared by D4 in B1, 115 and 116 are the same as in B1, 38 and 39 (P12 (4) and (5) except that P12 (4) and (5) is the form eventually stamped. After preparing the directors' circular resolution on the appointment of director, he gave to D3 to circulate to another director and there was nothing suspicious or abnormal about the document. The resolution did not require a witness, as being a circular resolution it is circulated among the directors by one of the directors. He did not have specimen signatures of the directors and there has never been such a requirement. On the letter of resignation he passed it to D3 after preparing it. No witness was required. On the transfer forms, he kept them after

preparing, until D1 and D3 came to collect. After a few days D3 brought back the forms to him duly signed and witnessed. He didn't know when they had been signed as the forms had been taken back for signature. He could not register the forms as the company accounts were not given to him.

[17] In cross-examination by the plaintiff, counsel D4 said he has been a company secretary for six years and is not a member of Chartered Secretaries Malaysia (MAICSA). He didn't contact the former secretary. He subscribed to the Code of Ethics for Company Secretaries (B3) at para. D and once appointed as a company secretary it was his obligation to be professional, competent and careful. The resolution and letter of resignation was prepared at the same time. He could not remember if the transfer forms were also prepared at that time. The resolution was returned to him duly signed. He did not see plaintiff signing it. He took it in good faith it was plaintiff's signature. He made no attempt to communicate with plaintiff. To a question there was nothing to stop him from contacting plaintiff he replied he accepted D3's word. On the letter of resignation, he didn't verify from the plaintiff and he took instructions from D3. In respect of the transfer forms there was no verification from plaintiff nor any attempt to contact him. He took instructions from D3 and it was in good faith. There was no prohibition on capacity of witness though it would be better if the witness was independent. He disagreed he didn't register the transfer forms because he doubted the validity of the signature but the sole reason was accounts.

[18] In re-examination, D4 said it was not the practice to contact the former secretary and was not required by law. There was no requirement to witness a directors' resolution. He normally doesn't contact directors in this kind of situation. There was no attempt to contact the plaintiff as that was not his practice and he believed what D3 told him. On the letter of resignation there was no verification as that was not his practice and he believed D3 passed it to the other director to sign. As to not verifying the transfer forms this was because he believed D3. If the witness to the transfer forms is not independent this does not make it invalid.

[19] It is both D5's and D6's evidence through their witness statements D78 and D80 they were handed the transfer forms to be stamped. They did not suspect the transfer forms were not

correct or not in order. They were also handed the annual returns as at 31 January 2007 (B1, 69-75) and the reports and financial statements (B1, 79-97) to be filed with SSM which was duly done. From the cross-examination both D5 and D6 are members of MAICSA. D5 had worked as a company secretary for eight years and D6 for seven years. It was D6 who dealt with D1 and D3. They did not verify with plaintiff regarding his signature. Neither did they contact D4. They denied they were negligent as there was a witness to the transfer forms coupled with the directors' resolution.

[20] Plaintiff referred to *Panorama Developments (Guildford) Ltd v. Fidelis Furnishing Fabrics Ltd* [1971] 2 QB 711 where at p. 716 it was stated:

> A company secretary is a much more important person nowadays than he was in 1887. He is an officer of the company with extensive duties and responsibilities. This appears not only in the modern Companies Acts, but also by the role which he plays in the day to day business of companies. He is no longer a mere clerk.

That case related to the issue of whether the company secretary had ostensible authority to enter into contracts for which the company must pay. It was held the company was liable. That aforesaid statement was in response to the defendant's argument which referred to a 1887 case where it was stated "a secretary is a mere servant; his position is that he is to do what he is told and no person can assume that he has any authority to represent anything at all". *Panorama (supra)* dealt with the ostensible authority of the company secretary to bind the company whereas our case relates to negligence of company secretaries.

[21] Although it is not denied, company secretaries are no more mere clerks and have extensive duties and responsibilities it is nevertheless confined to the administrative realm. The correct view of the role of a company secretary is as put forth in *Company Law,* 4th edn, by Robert Pennington where at p. 555 he states "the secretary of a company is its administrative officer. It is his function to carry out decisions of the directors …". Refer also to *Company Law,* 2nd edn. by Walter Woon where he wrote at p. 219:

> The company secretary is the person who ensures compliance with the many regulations affecting companies. He is the one who keeps the necessary registers, sends out notices, organizes meetings, takes down minutes and files whatever forms are required by the Registry of Companies and Businesses. The secretary's function basically is to handle all the paperwork and procedural matters that running an incorporated company involves. However, he is today more than just a glorified office manager. The company secretary occupies a pivotal role in the management of the company. To a large extent, the smooth running of the company depends upon his efforts. His duties are not fixed by law, but are generally those assigned to him by the articles or his contract of employment. He is expected to follow the instructions of the board of directors.

[22] D4 counsel had submitted the duty of care of a company secretary can only arise under the contract of employment or from statute and both had not been proved. The plaintiff's reply was there can be a common law duty which I am inclined to agree and such a duty of care can arise even if his domain is in the administrative arena. What is the duty of care of company secretaries? The starting point is the Good Governance Guides No 2.1 on Roles and Duties of the Company Secretary issued by MAICSA (P79) which states the company secretary should adhere to "The Company Secretary's Code of Ethics developed by the Companies Commission of Malaysia". Paragraph D(1) and (2) of the Code of Ethics (P38) provides that:

> In the performance of his duties, a company secretary should always observe the following codes:
>
> 1. Strive for professional competency and at all times exhibit a high degree of skill and proficiency in the performance of the duties of his office.
>
> 2. At all times, exercise the utmost good faith and act both responsibly and honestly with reasonable care and due diligence in the discharge of the duties of his office.

[23] This Code of Ethics must be read in the context of the administrative role of the company secretary. Seen in this context it is my finding D4 was not negligent in the discharge of his duties when he prepared the three documents without verifying plaintiff's signature. The instructions to prepare came from the director D3. The evidence of the previous secretary (PW5, Mak Poh Im) that

in her term of office from April 1989 to August 2006 she dealt mainly with D3 and met the plaintiff once or twice shows D3 was the director managing the affairs of the company. It was also her evidence, paper meetings where the directors do not come for meetings was a common practice at the company. That being the situation, the preparation of directors' circular resolution would appear to be normal. Being a circular resolution it was intended to be circulated by D3 to the other director and hence did not require a witness. As to the letter of resignation there was no need for a witness whereas the transfer forms were witnessed albeit by D1. Even though the witness may not be independent this does not render the forms invalid. Essentially D4 acted in good faith relying on his belief in D3 when after he prepared the three documents, he handed them to D3 for further action. Although he did not contact plaintiff and there was nothing to stop him from so doing that was not his practice and he believed D3. This explanation is reasonable as there was nothing suspicious on the face of the documents. Further there was no requirement to have specimen signatures for comparison purpose. Plaintiff submitted that D2 being a small company with two directors and the fact of PW5's resignation ought to have prompted D4 into inquiring. It is precisely that D2 is a small company whose affairs were mainly managed by D3 that D4 could believe him. As to PW5's resignation it was not D4's practice to contact the previous secretary.

[24] With regard to D5 and D6, the plaintiff's counsel had referred to a series of textbooks on the principle that a notice of transfer should have been sent to the plaintiff informing him about the lodgment of the transfer and stating that if no lodgment is raised within the specified time, the company would proceed to register the transfer. In particular I refer to *Handbook on Company Secretarial Practice in Malaysia* (4th edn) by Kang Shew Meng, p. 917 where it states:

> In view of guarding against possibility of any shares being transferred without the knowledge of the rightful shareholder (forged transfer) **in practice** a notice of transfer is sent to the registered shareholder upon receipt of any request for registration of transfer of the share. (emphasis added)

and *Walter Woon on Company Law,* 3rd edn, at p. 437, para. 11.101:

> … There is always a risk that the transfer may be forged. To protect against this eventuality, the company's share registrar will often write to the registered owner of the shares inquiring whether or not he has transferred them. … **Also the notification cum query is not a legal requirement and not all companies issue them.** (emphasis added)

[25] As acknowledged by the writers, the requirement to notify is not a legal requirement but only a practise. Accordingly although D5 and D6 did not verify the signature they were not negligent as the transfer form had been witnessed and there was a directors' circular resolution to that effect. In a sense they were following through what had been prepared by D4.

[26] As against D7 as per his affidavit of 24 June 2009, plaintiff's claim has been admitted. D7 had also appeared in court on 12 August 2009 in the hearing of enclosure (22) to strike out plaintiff's claim to indicate he wanted to transfer the one share to plaintiff.

Conclusion

[27] Plaintiff's claim in para. 13(1), (2) and (3) is allowed and its claim for conspiracy against D1 and D3 is dismissed. D1 and D3 to bear half of plaintiff's cost. Plaintiff's claim for conspiracy against D4, D5, D6 and D7 is struck out and for negligence against D4, D5 and D6 is dismissed. Costs to D4, D5 and D6.